

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

Legal Ad Date: May 8, 1998

INVITATION FOR BIDS

NO. IFB-98-175-Mo

SEALED BIDS

FOR

FURNISHING AND DELIVERING

One (1) Loader/Backhoe, Four (4) Wheel Drive with 4-in-1 Bucket
and Quick-Attachable Front Bucket Forks

For

Department of Hawaiian Home Lands, Molokai

will be received up to and opened at 2:00 P.M. (HST)

on

May 19, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Alvin Washiashi at (808) 586-0571 or facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

One (1) NEW Loader/Backhoe, Four (4) Wheel Drive With 4-in-1 Bucket
and Quick-Attachable Front Bucket Forks
Department of Hawaiian Home Lands, Molokai
IFB-98-175-Mo

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Exact Legal Name of Offeror

Fax No.: _____

Payment address, if other than
Street address at right:

Authorized Signature (Original)

Title

Street Address

Hawaii General Excise Tax Lic.
I.D. No.: _____

City, State, Zip Code

Social Sec. or Federal I.D. No.: _____

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ____ Individual ____ Partnership ____ Corporation ____ Joint Venture

State of incorporation: Hawaii ____ *Other _____

*If "other", is corporate seal available in Hawaii? ____ Yes ____ No

The following bid is hereby submitted:

<u>Item No.</u>	<u>Description</u>
1	One (1) only, new 1998 or Latest production year, Loader/Backhoe, Four (4) Wheel Drive with Quick-Attachable Front Bucket Forks as specified herein: Year of Manufacturer of Cab and Chassis _____ Make & Model No. of Cab & Chassis _____ a. Engine Make & Model No. _____ b. Engine Size: Number of liters & Cylinders _____ Other Accessories a. Quick-Attachable Front Bucket Forks Make & Model No. _____ b. 12 inch & 24 inch Backhoe buckets Make & Model No. _____ Total Bid Price: \$ _____ Less Trade-in: 1985 Case 580 Super E Loader/Backhoe State Lic #2-2285 \$ _____ Total Net Bid Price: \$ _____

Vehicle shall be delivered as follows within 120 calendar days from official commencement date on the Notice To Proceed.

<u>Delivery Address</u>	<u>Contact</u>
Department of Hawaiian Home Lands Baseyard Puupeelua Avenue Hoolehua, Molokai 96729	Mr Gerg Helm Ph. (808) 567-6296 Fax. (808) 567-6665

Bidder's State License No. _____

Service & Repair Facility location in the State:

Name	_____
Address	_____

Telephone No.	_____
Contact	_____

Offeror _____

GENERAL SPECIFICATIONS

In addition to detailed specifications herein, the following requirements shall form a part of these specifications:

- a. Vehicle offered shall include any other standard features not listed but detailed in manufacturer's brochures and deemed necessary for the proper and safe operation of vehicle.
- b. Manufacturer's standard warranty and warranty documents. Warranty period shall begin from the date equipment is placed in service and shall be for a minimum period of one (1) year or for the period guaranteed by the manufacturer, whichever is longer.
- c. Contractor shall provide a copy of the owner-operator manual and service/repair manual at the time vehicle is delivered.
- d. Vehicle shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicle shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.
- e. Vehicle shall be completely serviced and in full operational condition upon delivery.
- f. Upon delivery, Contractor shall schedule, at the request of the receiving agency, a training and/or maintenance program to demonstrate the proper and safe operation of equipment. This service shall be provided at no additional cost to the State.
- g. Accessory equipment installed on the vehicle shall be fully guaranteed by the Contractor against defects resulting from the use of defective or inferior materials or from neglect workmanship or against all design and manufacturing defects. Warranty documents shall be delivered with the vehicle and shall detail manufacturer's obligation and warranty procedures. Contractor shall replace or repair defective material and/or workmanship at no cost to the State for parts and labor during the warranty period, provided such defects are not due to abuse or negligence on the part of the State. Warranty shall also include all transportation cost to ship vehicle back to Service Facility if deemed necessary by the State.
- h. All equipment offered shall meet ANSI and OSHA safety requirements, and any other Federal or State safety requirements. If applicable or when requested, equipment shall bear a label or written documentation indicating approval of safety requirements from a bonafide testing laboratory.

MINIMUM SPECIFICATIONS

New Loader/Backhoe, Four (4) Wheel Drive, with 4-in-1 Bucket and Quick-Attachable Front bucket Forks.

MODEL: 1998 or Latest production
Case model 580 SL or equivalent

ENGINE: Diesel powered, water cooled

4 cylinder engine with minimum 85 net SAE horsepower @ 2200 RPM and minimum 232 torque ft. lbs. @ 1400 RPM.

Air Cleaner-dry type, radial seal

Anti-freeze to -34 degrees F

Muffler, spark arresting

Radiator overflow bottle

Throttle, foot and hand

ELECTRICAL: 12 volt electrical system with minimum 55 amp alternator

Minimum 625 CCA battery

Front and rear working lights, travelling lights, front and rear hazardous flashing lights, front and rear directional turn signals, combination stop and tail lights.

Standard front and rear warning flasher lights

Horn

Backup alarm

Key Start with neutral start switch

TRANSMISSION: Four speed forward synchromesh, four speed reverse power shuttle with Torque converter

Electro-hydraulic power reverse control

Electronic shuttle modulation

DIFFERENTIAL & FINAL DRIVES: Manufacturer's standard differential shall be incorporate a mechanical or electrical differential lock so operator to engage on-the-go in either forward or reverse directions

Rear drive axle-outboard planetary

BRAKES: Hydraulic wet disc brakes; self-adjusting, self equalizing and power assist.

TIRES, FRONT: Minimum 12 x 16.5 tires, 8 ply

REAR: Minimum 19.5L x 24 tires, 10 ply

HYDRAULICS: Closed or open center, variable flow

Variable flow or gear type pump with minimum flow of 28 gpm (gallons per minute)

Hydraulic pump capacity sufficient for all hydraulic operations.

Heavy duty hydraulic oil cooler

Oil filter, spin-on

OPERATOR'S PROTECTIVE STRUCTURE: Rollover Protective Structure (ROPS) with canopy

ROPS to meeting OSHA requirements

Anti-vandalism cover for dash

Deluxe 180 degree swivel suspension seat and seat belt.

Fenders: Molded rear with beverage & thermos holders, and tool tray

OTHERS: Replaceable molded front bumpers

Tilt engine hood

Pre-cleaner

Parking brakes

Hydrostatic steering

INSTRUMENTATION: Gauges:

Converter oil temperature

Engine water temperature

Fuel

Tachometer/hourmeter

Voltmeter

Warning Lights:

Air cleaner

Alternator

Brake fluid level

Engine oil pressure

Hydraulic filter

Parking brake

FRONT LOADER: 4-in-1 multi-purpose type bucket without teeth, fully hydraulic

Minimum 82 inch width

Minimum 6100 lbs. lift capacity

Minimum breakout force of 9300 lbs.

Minimum bucket capacity of 1.03 cubic yard

Bucket position indicator

Electric clutch cut-out

Single lever control with self leveling and return to dig

Dual parallel dump cylinders

QUICK-ATTACHABLE
FRONT BUCKET FORKS:

Quick-Attachable front bucket forks, Gearmore model 60UNIV or equivalent. Contractor to install all accessories need to mount this attachment without having to remove front loader bucket.

Maximum load capacity at tine center to 6,000 lbs.

Fits bucket opening up to 49 inches

Minimum Tine height 55 inches
(deduct 2 inches to calculate center of rod bushing height)

Tine length minimum 46 inches

Adjusting width minimum 72 inches

Maximum weight to be 460 lbs.

Minimum rod size to be 1-1/2 inch x 6 inches

Minimum tine size to be 1-3/4 inch x 4 inches, with minimum four (4) brackets

BACKHOE:

Maximum digging depth of 14 feet, 5 inches

Minimum bucket capacity of @ 24 inch to 6.3 cubic feet

Minimum bucket digging force to be 10,000 lbs.

Minimum crowd digging force to be 8,000 lbs.

Minimum boom lift @ -8 ft to be 2300 lbs.

Minimum dipper lift @ 10 ft to 4000 lbs.

24 inch heavy duty bucket with Esco 1900 series adaptors and teeth or equal

12 inch heavy duty bucket with Esco 1900 series adaptors and teeth or equal

Foot swing control

Individually controlled with combination stablizer pads

Case coupler or equal

COLOR:

Standard factory yellow

SPECIAL PROVISIONS

SCOPE

The furnishing and delivering of one (1) Loader/Backhoe, Four (4) Wheel Drive with Quick-Attachable Front Bucket Forks for Department of Hawaiian Home Lands on the island of Molokai shall be subject to the Specifications, these Special Provisions and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813, the Department of Accounting and General Services, District Offices on Hawaii, Maui and Kauai, and on the Internet at <http://www.state.hi.us>.

BIDDER QUALIFICATION

Service Facility. At the time of bidding, bidder shall have an established place of business with reasonable inventory of replacement parts and shop facility for repairing and servicing the vehicles and any accessories offered.

If bidder does not have a facility in the State, he shall arrange with a company located in the State to provide repair services, and shall furnish the name and address of this facility in the space provided on the Offer Form. The State reserves the right to inspect bidder's repair and service shop to determine acceptability under this requirement. Failure on the part of the bidder to meet this requirement shall result in rejection of bid.

State License. Chapter 437, HRS, as amended, provides for regulating and licensing of motor vehicle manufacturers and distributors and their branches and representatives, motor vehicle dealers, salesmen, auctions and auctioneers and any other persons engaged in the business of selling or purchasing motor vehicles in the State of Hawaii. Therefore, all prospective bidders who are interested in selling vehicles to the State of Hawaii shall provide proof that they do meet and satisfy the licensing requirement set forth in said statute by listing the license number in the space provided on the Offer Form.

Chapter 437-2(e) provides that, notwithstanding any provisions of Chapter 437, the authority of any State agency to purchase motor vehicles for State use from any dealer licensed under this chapter shall not be limited or conditioned. Any dealer licensed under this chapter may sell vehicles to any State agency notwithstanding section 437-2(b).

"Motor vehicle" includes any vehicle, motor vehicle, or truck, as defined in Sections 249-1 and 249-2, HRS, as amended, except for tractors, trailers and amphibious vehicles.

BID PREPARATION

Offeror Form, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If Offer Form, page OF-2, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. Unless the Hawaii Revised Statutes (HRS) exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter

Tax Liability. (continued)

238, HRS, where applicable. Both out-of-state vendors and Hawaii vendors are advised that the gross receipts derived from this solicitation are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate of 4%, and where applicable to tangible property imported into the State of Hawaii for resale, subject to the 1/2% use tax imposed by Chapter 238, HRS.

The "State of Hawaii Information of Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available in the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, upon request.

Pursuant to Section 103-53.5, HRS, where the offeror is exempted from paying the applicable general excise tax, the price package offered, for the purpose of determining the lowest price bid, shall be increased by the applicable retail rate of general excise tax (4%) and the applicable use tax (1/2%). The lowest responsible offeror, taking into consideration the above increases, shall be awarded the contract, but the contract amount of any contract awarded shall be the amount of the bid offered and shall not include the amount of the increase(s).

Bid Price. Bid price quoted shall be based on delivery to destination and shall include all other costs and applicable taxes. Bid shall also include, when applicable, cost for installation of accessories, modifications of unit and instructional training in the use of the accessory equipment and vehicle.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Make, Model and Other Information. Bidder must identify on the offer the year of manufacture, the exact manufacturer name and make and model number of vehicles offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid.

Make, Model and Other Information (continued)

If additional space is needed to provide complete product identification, bidder may attach a separate sheet to the bid for that purpose. No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers. Failure to offer equipment as specified may result in rejection of bid.

Brochures and Specifications Literature. Unless previously submitted to the State Procurement Office, the bidder shall submit with the bid, current brochures and/or specifications literature. Upon request, bidder shall furnish at his own expense and within five working days from date of State's request, any further information required to determine acceptability of vehicle or accessory equipment offered.

Trade-in. The trade-in unit will be available for inspection by interested bidders at the delivery location. Bidders shall contact the agency indicated herein prior to attending inspection visit.

It shall be the bidder's responsibility to meet with the agency and to inspect the trade-in unit for its general condition prior to bid opening. It shall also be the responsibility to determine which, if any, of the optional accessories and/or equipment either installed or contained within the trade-in unit is considered a part of the trade-in. Bidders are advised that the condition of the trade-in will be dependent upon continued use of the vehicle until the new vehicle is satisfactorily delivered; vehicle will therefore be subject to normal "wear and tear".

Offer Guaranty. Bid security deposit is not required for this bid.

METHOD OF AWARD

Award, if any, shall be made to the responsive, responsible bidder submitting the lowest Total Net Bid Price.

CONTRACT EXECUTION

For contract award totaling \$25,000 or more, the State shall forward a formal contract to the successful bidder for execution. The contract shall be executed by the Contractor and returned within ten (10) days in accordance with Section 3.3 of the General Terms and Conditions. No performance or payment bond shall be required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

QUALITY OF EQUIPMENT

New vehicles furnished under this provision shall be of the best quality of its respective kind, and shall be completely assembled and free from defects which may render them unfit for use. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

All vehicles furnished shall include and comply with all Federal Motor Vehicle Safety Standards. Vehicles furnished shall also comply with the Code of Federal Regulations, Title 40, Part 85: Control of Air Pollution from New Motor Vehicles and New Motor Vehicle Engines, Environmental Protection Agency.

The State may, at any time and by written order, stop delivery of any vehicle not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

DELIVERY

Vehicle furnished under these specifications shall be delivered to the location listed on the Offer Form page OF-2 within one hundred twenty (120) calendar days of the official commencement date on the Notice To Proceed. Representatives of both the Contractor and State shall be present at the delivery site for purposes of visual inspection, acceptance, and, if necessary, for instruction in use of equipment.

Prior to delivery, Contractor must contact the State representative listed to coordinate delivery arrangements.

CERTIFICATES REQUIRED

- a. Hawaii Safety Inspection Certificate (in duplicate) and decal;
- b. Application for Registration of Passenger Carrying Motor Vehicle, Form #DF-L-1 (Rev. 1/84) or its latest revision;
- c. Odometer Certificate;
- d. Notarized Certificate of Bill of Sale (not required for Oahu dealerships);

These certificates are essential for the proper registration and licensing of used and new vehicles. Therefore, acceptance of and payment for the vehicle delivered will not be made without submittal of necessary certificates. The agency shall be responsible for registering and licensing of this vehicle; this procedure shall be conducted in the County where the vehicle is delivered. Contractor shall provide temporary license plates to be used during the interim period prior to acquisition of State of Hawaii license plates.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of TEN DOLLARS (\$10.00) for each and every day the Contractor delays in the completion of any item of his contract after the required date of said completion.

DELIVERY EXTENSION

Contractor shall complete delivery within one hundred twenty (120) calendar days from the official commencement date on the Notice to Proceed as noted in the DELIVERY provision. If Contractor fails to deliver within the time allowed, liquidated damages as specified herein shall apply. However, Contractor will not be held responsible for delays due to reasons beyond his control, provided he submits written notification of such delays prior to the delivery deadline. This notification shall be submitted to the Procurement Officer and shall detail the reasons for the delays and shall include appropriate documentation. No delivery extension will be considered without proper documentation.

INVOICING

Contractor shall submit original and three copies of the invoice to the following address:

Department of Hawaiian Homelands
P.O. Box 198
Hoolehua, Hawaii 96829
Attn: Mr. Greg Helm

Invoice should reference both the contract number and the Invitation For Bid number.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

PAYMENT

Section 103-10, Hawaii Revised Statutes (HRS), provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

WARRANTY

Contractor shall provide all warranties for this new vehicle as noted on General Specifications, page S-1.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.